

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Douglas P. McCormack | | 12/17/2013 | INDIVIDUAL: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | Modus Health LLC | | |
| Street Address: | 1101 30th Street NW, #500 | | |
| City: | Washington | | |
| State/Country: | DISTRICT OF COLUMBIA | | |
| Postal Code: | 20007 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 85846194 | MODUS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2063891708 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 206-624-3600 | | |
| Email: | bgoto@riddellwilliams.com | | |
| Correspondent Name: | Bruce T. Goto | | |
| Address Line 1: | 1001 Fourth Ave., Suite 4500 | | |
| Address Line 4: | Seattle, WASHINGTON 98154 | | |
| ATTORNEY DOCKET NUMBER: | 63492.1 | | |
| NAME OF SUBMITTER: | Bruce T. Goto | | |
| Signature: | /bruce t. goto/ | | |
| Date: | 12/17/2013 | | |
| Total Attachments: 1 source=Assignment (MODUS)#page1.tif | | | |

OP \$40.00 85846194

ASSIGNMENT

WHEREAS, Douglas P. McCormack, a citizen of the United States, (hereinafter "Assignor"), is the owner of the trademark MODUS, which is the subject of an application in the U.S. Patent and Trademark Office (Serial No. 85846194) (collectively, the "Mark"); and

WHEREAS, Modus Health LLC, a Delaware limited liability company (hereinafter "Assignee"), having an address at 1101 30th Street NW, #500, Washington DC 20007 has been assigned, and is the successor to, that portion of Assignor's business to which the Mark pertains.

NOW THEREFORE, for sufficient, good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby assign and transfer unto Assignee its entire right and title to and interest in the Mark, and all registrations issuing therefrom, including that part of the goodwill of Assignor's business connected with the use of and symbolized by the Mark, and further including the right to apply for trademark registrations thereon in the United States and foreign countries, the Mark and any registrations or applications thereon to be held and enjoyed by Assignee as entirely as the same would have been held by Assignor had this sale, assignment, and transfer not been made; and Assignor does hereby further agree and promise to execute all instruments and render all such assistance as Assignee may request in order to make and prosecute any and all applications on the Mark, to enforce any and all trademark registration on the Mark, and to confirm in Assignee legal title to the Mark and all applications and trademark registrations on the Mark all without charge to Assignee but at no expense to Assignor.

Effective Date: December 17, 2013



Douglas P. McCormack